

- k. Medical Review Board
- l. Flight
- m. Harbor Patrol
- n. Cell Block
- o. FBI Academy
- p. Lead Monitoring for designated employees
- q. Audiometric testing for designated employees
- r. DOT physicals.

C.3.3.2. The Health Care Provider shall make employee referrals to the Preferred Provider Network. The Health Care Provider shall establish or provide a Preferred Provider Network composed of physicians, physician assistants, psychologists, psychiatrists, specialists, nurses, consultants, occupational and physical therapists, laboratory technicians, case managers, pharmacy services, clerical support staff, computer technicians and such other technicians and professionals necessary to efficiently perform the services as set forth in the contract.

C.3.3.3 The Health Care Provider shall make referrals for long-term treatment and rehabilitative services relating to performance of duty injuries with agency representatives.

C.3.3.4 Full services as described in sections C.3.1 through C.3.3.3, for EMS employees shall be phased in at the rate of 20% of the total number of EMS employees set forth in Section B.3.2 per year.

C.3.3.5 The Contractor shall provide the following Reduced Services for those EMS employees eligible for reduced services only.

- a. Applicant Pre-Employment Physical Examinations and Psychological Evaluations.
- b. Promotion physical examinations.
- c. Annual Disability Physical & Follow up visit to clear non-full duty determinations.
- d. Reinstatement.
- e. Audiometric testing for designated employees.
- f. Fitness for Duty, Pre-Five Year Tenure, Retirement, Military Leave
- g. Health & Wellness Including Flu Shots, Tetanus Shots. (See Section C.3.5)

C.3.4. Establish A Return To Work Program

The Health Care Provider shall establish or incorporate Covered Employees into a case-managed Return to Work program designed to provide injured employees with optimum medical care with the goal of returning employees to full duty status as soon as medically possible. Return to Work services shall be provided to all Covered Employees of the MPD, DCFEMS, USPP and USSS. The Return to Work Program shall consist of a case management program (C.3.4.1) and a rehabilitative service component (C.3.4.3).

C.3.4.1. Case Management Services

The Health Care Provider shall establish a case management program designed to track and monitor all treatment and services provided to Covered Employees. The case management program shall be developed in consultation with the COTR and shall be designed to track employee progress with respect to injuries and illnesses sustained in the performance of duty.

C.3.4.2. The Health Care Provider shall appoint such case managers as necessary to effectively monitor Covered Employee's recovery from the illness or injury and provide regular reviews by agency personnel with respect to the nature and extent of an employee's performance of duty injury; the established treatment plan for caring for the Covered Employee's injury or illness, the overall prognosis of the Covered Employee as it relates to the performance of duty injury and, the expected date of Covered Employees' return to full duty status. A sample copy of a case management report is set forth in Attachment J.18.

C.3.4.3. Rehabilitative Services

The Health Care Provider shall provide rehabilitative services that provide a full range of medical and treatment services, which should address the physical, emotional, and mental stresses and illnesses associated with working in law enforcement and fire suppression disciplines. To this end, the Health Care Provider shall perform the following tasks:

C.3.4.3.1 The Health Care Provider shall coordinate employee treatment programs with Preferred Provider Network physicians and agency representatives to prevent inappropriate or excessive treatment.

C.3.4.3.2 The Health Care Provider shall monitor the treatment programs of the Preferred Provider Network physicians to ensure that services are being provided using protocols acceptable throughout the medical community and in accordance with the provisions of this contract.

- C.3.4.3.3 The Health Care Provider shall track and monitor the treatment and rehabilitative history of employees who use the Clinic.
- C.3.4.3.4 Within 45 days of award, the Health Care Provider shall develop a Quality Assurance Plan outlining treatment standards and protocols that follow established procedures for monitoring the quality of the services being provided to injured workers.

C.3.4.3.4.1 The Quality Assurance plan shall address:

- i. The provision of medical care in accordance with medical standards and procedures.
- ii. The identification of providers who do not comply with the standards of treatment adopted by the plan.
- iii. The adoption of mechanisms for expediting and managing the complaint resolution process.
- iv. A mechanism for measuring patient satisfaction with services, treatment and protocols.
- v. A mechanism for measuring compliance with contract requirements.

C.3.4.5 The Health Care Provider shall have a long term care facility or an affiliation with a long term care facility that will provide ongoing care at the acute and intermediate care levels to provide for the acute care and immediate care needs of those employees who due to severe injuries require such services for as long as they may need them.

C.3.5 Provide Ancillary Health Services to Users of the Clinic including Health and Wellness Preventive Services

C.3.5.1. Within 45 days from the date of award, the Health Care Provider shall develop and implement a Health and Wellness program designed to improve employee overall health and reduce medical leave. The programs shall address the following and such other programs as determined necessary by the COTR during the performance of the Contract:

- a) Lifting/Back Injury prevention
- b) Smoking cessation
- c) Diet/Weight control
- d) Cardiovascular fitness
- e) Blood pressure
- f) Stress/Burnout Management

- g) Work site examinations and tests such as flu shots, vaccinations and hepatitis shots.

C.3.5.2. The Health Care Provider shall conduct Applicant and Employee Drug Screening and Urinalysis in accordance with applicable agency directives. The provider shall have the capacity to perform up to 9000 drug screening/urinalyses per year. A copy of the Drug Screening procedures for the MPD is set forth in Attachment J.9, Nos. 5 and 6, which are hereby incorporated and made a part of this contract.

C.3.6. **Establish A Third Party Administrator Program For Covered Employees Retired On 100% Disability**

The Health Care Provider shall establish and administer a Third Party Administrator Program of medical services and treatment to all current law enforcement and public safety employees who have been retired on 100% performance of duty medical disability and law enforcement and public safety employees who may become retired on 100% performance of duty medical disability during the life of this contract. Cost for this service is included in the Capitation rate in Schedule B.

C.3.6.1 Within 45 days from the date of the Award, the Health Care Provider shall develop a care plan for each such retiree that includes a description of the services required for proper treatment of the retiree's performance of duty injury and/or illness, the cost associated with each service, and the service provider. Each plan shall:

- a) Identify each retiree by name, address, phone number, and alternative contact information for each such retiree.
- b) Identify all providers associated with the care of each such retiree, including each provider's name, address, phone number, facsimile number, e-mail address, and a description of the service provided.

C.3.6.1.1 The Health Care Provider shall deliver to the COTR, on a monthly basis, invoices for each retiree that are certified in accordance with the prescribed care plan as to the services and treatment for the retiree.

C.3.6.1.2 The Health Care Provider shall visit each retiree at least twice a year to make an assessment of the retiree's health and adjust the care plan as necessary.

C.3.6.1.3 For retirees located in the Metropolitan Washington area, the Health Care Provider shall serve as primary healthcare provider and provide such medical and pharmaceutical services as necessary in relation to the disability illness or injury.

- C.3.6.1.4 For retirees located outside the Metropolitan Washington area, the Health Care Provider shall monitor and coordinate the treatment plan, furnish all pharmaceutical services and negotiate payment for the care of retirees with their respective health care providers on behalf of the District of Columbia Government.

C.3.7 Establish An Automated System For Record keeping, Case Management, Reporting And Billing

C.3.7.1 Automated Record keeping

The Health Care Provider shall establish and maintain an automated system of record keeping and reporting that provides real time information on the various activities of the Clinic. The Health Care Provider shall maintain, track and monitor all records of Covered Employees who use Clinic services. (See C.1.2 and H.9) The automated system shall:

- a. Generate activity, utilization and other statistical reports to the Agencies of Covered Employees on a daily, weekly, monthly, quarterly, and annual basis.
- b. Generate a Daily Visit Report, Non-Full Duty Status Report and the Patient Injury Report and deliver same to the COTR no later than 5:00 p.m. each day. Sample of required report is included as Attachment J.16.
- c. Generate a weekly case management report, Patient Visit Report and Patient Injury Report and deliver same to the COTR no later than 5:00 on each Friday. Samples of required report are included in Attachment J.18.
- d. Generate a Monthly Extended Sick Leave Report, The Police and Fire Retirement Board Disability Hearing Status Report, the Quality Assurance reports and the Activity Reports to the Chief of Police and the Fire Chief are delivered to the COTR no later than the 10th day of each month. Samples of required report are included as Attachment J.19.
- e. Generate quarterly case management report, extended sick leave report and activity reports to the Chief of Police and the Fire Chief are delivered to the COTR on the 30th day of every December, March, June and September. Samples of required report are included as Attachment J.18.

- C.3.7.1.2 The Health Care Provider shall deliver the annual extended sick leave report, Quality Assurance assessment, Audit of Clinic Services and Expenditures Report, Police and Fire Retirement Disability Annual Report to the COTR no later than October 31 of each year.

- C.3.7.1.3 The Health Care Provider shall make a monthly transfer of employee medical records electronically to the COTR/ Director of Medical Services for use by the Retirement Board.

- C.3.7.1.4 The Health Care Provider shall monitor the treatment records of employees that are placed on medical leave and are under the supervision of Clinic physicians.
- C.3.7.1.5 The Health Care Provider shall establish and maintain separate records check- in and billing procedures for the various user Agencies that are served by the Police and Fire Clinic. Check in procedures shall be maintained on a daily basis and billing procedures on a monthly basis.
- C.3.7.1.6 The Health Care Provider shall be responsible for reviewing and monitoring the treatment plans and records of employees that are referred for Rehabilitative and Treatment services to confirm that the preferred providers are treating employees in accordance with the established treatment plan as developed by the Police and Fire Clinic.
- C.3.7.1.7 The Health Care Provider shall provide clear, concise and comprehensive objective medical reporting, including timely and accurate completion of all standardized forms including comprehensive treatment plans which includes:
- a) Diagnosis;
 - b) Prognosis;
 - c) Identification of non job-related conditions;
 - d) Establishment of a causal relationship between the work-related injury and medical treatment being provided;
 - e) Dates of examination and treatment;
 - f) History given to the physician;
 - g) Detailed description of findings;
 - h) Results of any EKGs, X-rays or laboratory tests;
 - i) Clinical course of treatment followed; and
 - j) An opinion, with reason(s) for such opinion, regarding the relationship of the disability to factors of employment, which is believed to cause the injury and/or illness.
- C.3.7.1.8 The Health Care Provider shall standardize provider billing as required by the participating Agencies.

C.3.7.2. Custodian of the Records

The Health Care Provider shall serve as Custodian of the Records for all medical records and reports created and generated by the Health Care Provider and all medical records transferred to the Health Care Provider by the COTR.

C.3.8. Provide Office Space, Meeting Rooms And Administrative Services To User Agency Employees Assigned To The Police And Fire Clinic

C.3.8.1

Office and Meeting Room Space

The Health Care Provider shall provide office space, all furnishings, equipment and administrative services to the government employees assigned to the Clinic. Such services shall include:

- a) Eight enclosed offices including furnishings to user Agency employees who are physically assigned to the Clinic. A copy of office space requirements can be found in Attachment J-17.
- b) A file storage room of at least 300 square feet.
- c) Reception areas of approximately 350 square feet.
- d) A conference room with capacity for seating up to 30 people.
- e) Two meeting rooms with capacity for seating ten people.
- f) Adequate rest room facilities.
- g) A staff lounge/dining area.

C.3.8.2.

Telecommunications

The Health Care Provider shall provide telecommunications and technical support services to government employees assigned to the Clinic including:

- a) Voice and data lines for each Agency workstation;
- b) Telephone service with voice mail and long-distance capability;
- c) Four dedicated facsimile lines; and
- d) Equipment and services including internet/e-mail services.

C.3.8.3

Administrative Support

The Health Care Provider shall provide all office support and administrative services to government employees assigned to the Clinic. This includes:

C.3.8.3.1

Photocopying and scanning services.

- C.3.8.3.2 The Health Care Provider shall prepare and present medical disability reports to the Police and Firefighters' Disability Retirement Board and other administrative bodies.
- C.3.8.3.3 The Health Care Provider shall prepare and present functional capacity assessment reports to the Police and Firefighters' Retirement and Relief Board.
- C.3.8.3.4 The Health Care Provider shall prepare and present vocational assessment reports to the Police and Firefighters' Retirement and Relief Board.
- C.3.8.3.5 Postage and FEDEX Services.
- C.3.8.3.6 Administrative support staff to assist Agencies with customer reception (including telephone reception), file organization and maintenance.

C.3.9. Provide A Transition Plan to Ensure the Smooth Transfer of Operations from the Present Facility to the Facility of the Health Care Provider.

Each year the Clinic averages approximately 64,000 client encounters. This includes a range of visits for procedures as simple as receiving a flu injection to ongoing follow up rehabilitative treatment after an employee has sustained a traumatic injury or suffered an occupational illness. In addition the Clinic conducts annual, bi-annual and fitness for duty physical examinations for Covered Employees as a pre-requisite for their continued employment with the respective Departments. The Clinic also performs applicant physical examinations, drug testing, health & wellness services, hospitalization (including surgery and rehabilitative care) and long-term care for POD injuries. The DCFEMS Department is taking steps to extend rehabilitative services to employees of the Emergency Medical Service. Upon authorization, the rehabilitative services provided by the Health Care Provider shall increase to include the 450 members of the Emergency Medical Service. This means that the information provided in Attachment J.9 will increase the number of drug tests and client encounters by an additional 1,000 drug tests and patient visits, respectively. Attachment J.9 outlines the types of services provided by the Clinic over the past five years.

- C.3.9.1 Within ten days from the date of award, the Health Care Provider shall develop a transition plan designed to ensure the smooth transfer of operations from the present facility to the Facility of the Health Care Provider. The transfer of operations shall be completed within 60 days from the day of award. The transition plan shall be delivered to the COTR and contain specific detail that covers:

- C.3.9.1.1 Check in Procedures including the process to:
- a) Secure Weapons
 - b) Check In/Check Out Patients
 - c) Scheduling of Appointments
 - d) Sick Call
 - e) Schedule officers for physicals/treatment.
- C.3.9.1.2 Patient Management during the Transition including
- a) Scheduling Employees for Treatment
 - b) Managing the Return to Work Program
 - c) Managing the Behavioral Health Program
 - d) Process for Referring Employees to the Preferred Provider Network.
- C.3.9.1.3 Implementation of the Approved Drug Screening Policies and Procedures
- C.3.9.1.4 Medical Records including:
- a) Transfer of Records to New Facility
 - b) Maintain Security of Records During Transfer
 - c) Create, Update and Track Records During Transition
 - d) Records Management During Transition
 - e) Process to Answer Inquiries about Employees' Medical Status During Transition
 - f) Process to Collect, Evaluate & Prepare Medical Records During Transition Period.
- C.3.9.1.5 Clinic Administration during Transition, including:
- a) Preparation of Periodic Activity Reports as set forth in Section C.3.7
 - b) Establish, Compile and Maintain Statistical Reports on Clinic Activity
 - c) Establish & Maintain Service and Maintenance Contracts on Clinic Facility, Equipment and Supplies
 - d) Communicate with Patients and Officials concerning Changes in duty status
 - e) Coordinate Case Management and Disability Retirement Reviews.
- C.3.9.6 Applicant Testing During Transfer of Operations, including:
- a) Conducting Physical & Psychological Examinations
 - b) Creation & Maintenance of Medical Records for Applicants
 - c) Conducting Drug Testing and other diagnostic examinations on Applicants during the transition period.

C.3.10**PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATIONS**

The contractor shall conduct psychological testing and evaluation of up to 1,400 persons who apply to become members of MPD, DCFEMS and USPP and up to 100 persons recommended by the MPD to serve in the MPDC Reserve Corps. The testing and evaluation must report on the characteristics and traits that are considered necessary to carrying out the essential and important job tasks and responsibilities of the jobs identified by the hiring agencies cited above, and to formulate an employment selection decision by the agencies cited above. Cost for this service is included in the Capitation rate in Schedule B.

C.3.10.1**Provide up to 1,400 Pre-Employment Psychological Evaluations and Reports**

The Contractor shall provide psychological screening of applicants for positions on the MPD, DCFEMS and the USPP. Pre-employment psychological screening is expected to provide the user agencies with an indication of the applicant's psychological suitability to perform the essential tasks and elements of police work, firefighter work, emergency medical technician or paramedic work, and public safety communications work (including 9-1-1 emergency call receipt/response and dispatch communications). Additionally, the screening shall cite each applicant's strengths and weaknesses to perform those jobs.

The Contractor shall explain the advantages and disadvantages of the screening/testing battery proposed in response to this solicitation. Further, the Contractor is expected to use screening or testing that will provide the hiring agencies with information about the ability of prospective applicants to handle the normal stresses of professional law enforcement and public safety work, such as: rotating shift work; critical incident response; and short-notice assignment changes.

Such tests and evaluation tools may include, but are not limited to, a combination of the following:

| TEST NAME | TEST PURPOSE |
|---|--|
| California Psychological Inventory | Screens for personality traits linked by research to successful job performance. |
| FIRO-B (Fundamental Interpersonal Relations Overview) | Screens for compatibility. |
| MMPI (Minnesota Multiphasic Personality Inventory) | Examines personality dynamics such as: impulsiveness, conflict with authority, thought disorder, verbal manipulation, anxiety and depression. |
| Personality Assessment Inventory | Screens for emotional stability, as well as personality and behavioral attributes that preclude good job performance. |
| Psychological History Questionnaire | Provides a comprehensive, automated review of personal behavior and psychiatric history. Generates a structured psychological interview for use by the psychological screener. |
| Sentence Completion | Examines an individual's attitudes about him/herself. |
| Shipley Hartford Institute Scale | Screens for intellectual ability and organic brain dysfunction. |
| State-Trait Anger Expression Inventory | Identifies anger management problems. |
| 16 Personality Factor | Screens for preferred lifestyle patterns. |

C.3.10.2 Provide up to 100 psychological evaluations for persons recommended by the MPD to serve in the MPDC Reserve Corps

The Contractor shall conduct psychological testing/evaluation of up to 100 persons recommended by the MPD Human Services Bureau for membership in the MPDC Reserve Corps. The tests/evaluations should provide the MPD with the information necessary to formulate an employment selection recommendation by identifying the traits and characteristics considered necessary to carry out the essential job tasks and functions for the various levels of membership in the MPDC Reserve Corps as set forth in applicable document item 8 cited at Section C.1.1.

C.3.10.3 Provide a Grading System and Recommendations for Test/Evaluation Results

The Contractor shall provide a grading system and recommendations for the test and evaluation results set forth above. The grading system shall provide agencies the ability to determine candidates passing the testing well as the relative strength of the passing grades. Applicants shall receive an overall grade or rating based on the entire battery of written tests and

interview. Preferred rating is based on a 5-point grading scale such as: A,B,C,C-,D or A,B,C,D,F.

- C.10.3.2 Provide a report of recommendation for each candidate that discusses each candidate's suitability, and present each candidate's job-related strengths and weaknesses as required by C.3.10.4.3 and C.3.10.4.4 below.

C.3.10.4 Reporting Testing and Interviews

The Contractor shall coordinate the testing and interview processes to accommodate agency recruiting and training requirements.

- C.3.10.4.1 Provide facilities and personnel to screen up to 130 applicants each session.
- C.3.10.4.2 Administer and complete all tests and interviews on the same day.
- C.3.10.4.3 Provide a complete recommendation report to agencies no later than 15 working days after the test date.
- C.3.10.4.4 Provide preliminary recommendation reports to agencies, if requested, within 72 hours of tests.
- C.3.10.4.5 Provide for limited testing and interviewing on Saturdays and other times as needed to accommodate the travel schedules of out-of-town applicants.

C.3.10.5 Appeals by Applicants

The Contractor shall recommend policies and procedures that should be applied for purposes of responding to applicants who appeal or protest an agency decision not to hire based on the pre-employment psychological screening report. The Contractor shall benchmark the recommended policies and procedures against those used by comparable agencies in other jurisdictions.

C.3.10.6 Qualifications, Experience, Ethical and Professional Requirements

- C.3.10.6.1 The Psychological Screener shall be experienced in providing testing interviewing procedures for law enforcement and public safety communications work.
- C.3.10.6.2 The Psychological Screener shall, at a minimum, be a Licensed Clinical Psychologist, licensed to practice in the District of Columbia.
- C.3.10.6.3 The Psychological Screener shall meet all legal, ethical and professional standards of care required by, but not limited by:

- A. The Police Psychology Section of the International Association of Chiefs of Police;
- B. Commission on Accreditation for Law Enforcement Agencies ("CALEA");
- C. The Equal Employment Opportunity Commission;
- D. The Americans With Disabilities Act;
- E. The American Psychological Association;
- F. D.C. Mental Health Information Act; and
- G. The Health Insurance Portability and Accountability Act ("HIPAA")."

SECTION D: PACKAGING AND MARKING

Not Applicable

SECTION E: INSPECTION AND ACCEPTANCE

- E.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CONTRACT TYPE

The District contemplates award of a requirements contract with payment based on the capitation rate per employee per month as set forth in the contract.

F.2 TERM OF CONTRACT

The term of the contract shall be for a three (3) year period from October 1, 2004 through September 30, 2007. This three-year term includes the period of the letter contract awarded from 10/1/04 through 10/31/04; Amendment no. 1 to letter contract for 11/1/04 through 11/30/04; Amendment no. 2 for 12/1/04 through 12/31/04; Amendment no. 3 for 01/01/05 through 01/31/05; Amendment no. 4 for 02/01/05 through 02/28/05; and Amendment no. 5 for 03/01/05 through 03/31/05.

F.3 OPTION PERIOD

F.3.1 The District may extend the term of this contract by exercising up to two (2), one-year, option periods.

F.3.2 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.3.3.1 The District may extend the term of this contract for a period of two (2), one-year option periods, or successive fractions thereof, by written notice to the Health Care Provider before the expiration of the contract; provided that the District shall give the Health Care Provider a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Health Care Provider may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.3.3.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.3.3.3 The capitation rate for the option period shall be as specified in the contract.

F.4 DELIVERABLES

F.4.1 The Contractor shall recommend policies and procedures that should be applied for purposes of responding to applicants who appeal or protest an agency decision not hire based on the pre-employment psychological screening report. The Contractor shall benchmark the recommended policies and procedures against those used by comparable agencies in other jurisdictions.

F.4.2 The Contractor shall provide the following documents and information to the COTR in accordance with the schedule outlined below:

| Deliverable | Quantity | Format/Method of Delivery | Due Date | Applicable Section |
|--|-----------------|---|-----------------------------|---------------------------|
| Case Management Protocol | 3 | Hard copy and diskette, Microsoft Word, and presentation to Agency officials during review stage. | 30 days from date of award* | C.3.4.1 |
| Rehabilitation & Return to Work Protocol | 3 | Hard copy, diskette, Microsoft Word, and presentation to Agency officials during review stage. | 60 days from date of award* | C.3.4 & C.3.4.3 |
| Quality Assurance Plan outlining treatment standards and protocols | 1 | Hard Copy and diskette, Microsoft Word | 45 days from date of award* | C.3.4.3.4 |
| Record-keeping policies and procedures | 3 | Hard copy | 30 days from date of award* | C.3.7 |
| Medical Disability Reports for Retirement Board Hearings | As needed | Hard Copy and electronic transfer to Agency officials | 30 days from date of award* | C.3.7.1(d) |
| Functional Capacity Assessment Reports | As needed | Hard copy and electronic transfer to Agency officials | 45 days from date of award | C.8.3.3 |
| Transition Plan | 10 | 3 Hard Copies and electronic transfer to Agency officials | 10 days from date of Award* | C.3.9 |
| Applicant Testing During Transitional Period | As Needed | The Health Care Provider shall begin to conduct applicant testing during the transfer of operations | 14 days from date of Award* | C.3.10.1 |

| | | | | |
|--|-------------|---|--|------------|
| | | from the present facility to the facility operated by the Health Care Provider. | | |
| Daily, Weekly, Quarterly Reports | As Needed | Hard copy and electronic transfer to Agency officials | See C.3.7 | C.3.7 |
| A preliminary recommendation report | As required | Hard copy and Diskette, Microsoft Word | 72 hours after test administration | C.10.4.4 |
| A final psychological evaluation recommendation for each candidate that discusses each candidate's job related strength's and weaknesses. The recommendation must include a system of grading the applicant; pass/fail designations are unacceptable without a coinciding letter grade, (A, B, C, C-, D, or F) identified as shown on Attachment J.21. | As required | Hard copy and Diskette, Microsoft Word | 15 Working days from the date of testing | C.3.10.4.3 |
| A care plan for each retiree who has been retired on 100% performance of duty medical disability | As required | Hard copy and Diskette, Microsoft Word | 45 days from date of contract award* | C.3.6.1 |
| Invoices for each 100% performance of duty medical disability retiree. | As required | Hard copy and Diskette, Microsoft Word | 1 st of each month | C.3.6.1.1 |
| Recommended Policies and Procedures for responding to applicant's appeal. | 2 | Hard Copy and diskette, Microsoft Word | 60 days from date of award* | C.3.10.5 |

*For these purposes, the date of award shall be considered to be the date the Contracting Officer signs the definitized contract.

SECTION G - CONTRACT ADMINISTRATION DATA

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in this contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4 below. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR). The address of the CFO is:

Metropolitan Police Department
Office of the Chief Financial Officer
Accounts Payable
300 Indiana Avenue, N.W.
Washington, D.C. 20001

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, Federal tax ID, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- G.2.2.2** Contract number, block number two (2) and encumbrance number, block number twenty-one (21) of the Solicitation Cover Sheet.) Assignment of an invoice number by the contractor is also recommended;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.

- G2.2.4** Other supporting documentation or information, as required by the contracting officer;
- G2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G2.2.6** Name, title, phone number of person preparing the invoice;
- G2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in (G2.2.6) above to be notified in the event of a defective invoice); and
- G2.2.8** Authorized signature

G3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G3.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement requirements.

G4 PAYMENT

- G4.1** The District will make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in this contract, for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G4.2** Should the District reduce payment of an invoice to the Contractor, the District will provide a written notice to the Contractor of the reason for the adjustment.
- G4.3** Payment shall be made to the Contractor based upon monthly invoices it presents to the District for payment. Each of the participating agencies that utilize the Clinic's service will provide the COTR their respective counts of agency members eligible for service at the Clinic for each pay period. Each pay period, the COTR will advise the Contractor of the eligibility count for each participating agency for the specified pay period. The Contractor shall generate the monthly invoice based on the number of participants enrolled for each pay period ending within the month

covered by the invoice. The District will pay the Contractor on or before the 45th day after receiving a proper invoice from the Contractor.

G.4.4 The monthly invoice shall be generated using this method of calculation for each pay period ending in the month:

G.4.4.1 Multiply the bi-weekly capitated rate per participant by the number of members eligible for coverage in each pay period.

G.4.4.2 Add the total derived under G.4.4.1 for each pay period ending in the month.

G.4.4.3 The bi-weekly capitated rate per participant is determined by multiplying the monthly capitated rate by 12 (number of months) and dividing by 26 (number of bi-weekly pay periods per year).

G.4.4.4 For example, the monthly capitation rate is \$100 per eligible member. Multiply \$100 by 12 = \$1,200, and then divide this number by 26 = \$46.15. For the first pay period in the invoiced month, there are 5000 eligible participants ($\$46.15 \times 5,000$) = \$230,750 for that pay period. For the second pay period in the invoiced month, there are 5,100 eligible participants. $\$46.15 \times 5,100$ = \$235,365. Thus, the total invoiced amount for that month is $\$230,750 + \$235,365 = \$466,115$.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the

debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

- G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

*William Sharp
Assistant Commodity Manager
Professional Services and Public Safety Commodity Group 6
441 4th St. N.W. Suite 700S
Washington, D.C. 20001
202-727-0252*

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the

requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: *Ira Stohlman*
Title: *Director of Medical Services*
Agency: *Metropolitan Police Department*
Address *300 Indiana Ave. N.W.*
Washington, D.C. 20001
Telephone: *202-269-7428*

G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 1994-2103, Revision No: 32, dated June 8, 2004, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.1 of this contract. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private

contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. ("First Source Act").

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;

- (b) Social Security number;
- (c) Job title;
- (d) Hire date;
- (e) Residence; and
- (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer

determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 et seq.

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 et seq.

H.9 DISTRICT RESPONSIBILITIES

Agencies covered under this contract will provide to the Health Care Provider, and assist the Health Care Provider with the following:

H.9.1 All necessary Agency medical records.

H.9.2 A roster of all Agency Covered Employees eligible for services and treatment under the terms of the contract. The Agencies will provide the first roster on the day the contract is effective; thereafter Agency rosters will be provided no later than the fifth business day of each month. The

roster shall present each eligible member's full name, social security number, gender, race/ethnicity, date of birth, date of appointment to the Agency, address, current accurate telephone number, and Agency unit assignment. The Agencies will provide the rosters in a computer application format designated by the Health Care Provider.

- H.9.3** A monthly report of all Agency separations (for eligible Covered Employees only).
- H.9.4** Copies of all applicable Agency policy and procedures.
- H.9.5** A list of Agency case management liaison officials for the purpose of ensuring Agency member compliance with Clinic policy and procedures, and prescribed illness and injury treatment plans.
- H.9.6** A roster of all Agency applicants to be presented for medical evaluation. The roster shall present each applicant's full name, social security number, gender, race/ethnicity, date of birth, and date of appointment to the Agency, address, current accurate telephone number, and Agency unit assignment
- H.9.7** A monthly review report of Agency concerns and recommendations for change and improvement of Clinic policies, procedures and provider treatment.
- H.9.8** A monthly review and authorization for payment of invoices submitted by the Health Care Provider.
- H.9.9** Authorized notice of Agency member cases to be recommended to the Retirement Board for medical disability retirement.
- H.9.10** Classification of Agency member claims/reports for compensable treatment (benefits).

H.10 CONTRACTOR RESPONSIBILITIES

The Contractor's responsibilities shall include the following:

- H.10.1** Cooperation and assistance of the Medical Director, all physicians in the Preferred Provider Network and all other staff who provide services to employees under this contract with all duly designated or assigned representatives of the Agencies, during any case review, utilization review, or investigations of fraud, malingering, misuse of services, job-related referrals, review of medical opinions, review of treatment, legal issues, cost review, peer review and all other issues related to the services required or performed under this contract.

- H.10.2** Responding to inquiries concerning treatment, services, diagnoses and medical opinions given to employees under this contract.
- H.10.3** Making all Clinic personnel available to present their medical findings, reports, records and opinions to the Police and Fire Retirement Board, and that such persons when necessary are available to testify in hearings before the Retirement Board and other administrative bodies in the District of Columbia with respect to the treatment and medical conditions of the employees treated under this contract.
- H.10.4** Cooperation with Agency officials with respect to inquiries concerning patient care, treatment, services, diagnoses, medical practice and quality of services provided by physicians and other professional staff and provide such information as necessary.
- H.10.5** Providing complete access to the Medical Director, Preferred Provider physicians, other health care professionals, and other employees of the Health Care Provider who can assist the Agencies in response to concerns regarding the full range of patient treatment and care.
- H.10.6** Notification of Agency representatives regarding employees who fail to follow-up on appointments, treatments and rehabilitative services.
- H.10.7** Notification of Agency representatives immediately but no later than 24 hours after an employee accesses the Urgent Care Unit. Such notification shall include such information as the date and cause of injury, symptoms as reported by the employee, physicians' diagnoses, prescribed treatments, expected return to work and next treatment date.
- H.10.8** Reporting suspected fraudulent activity to Agency representatives and/or the COTR.
- H.10.9** The Health Care Provider shall complete its transition plan in C.3.9 and transfer all operations from the present facility 60 days from the date of the award.

H. 11 HIPAA PRIVACY COMPLIANCE

(1) Definitions

- (a) *Business Associate*. "Business Associate" shall mean PFC Associates.
- (b) *Covered Entity*. "Covered Entity" shall mean the Metropolitan Police Department.
- (c) *Designated Record Set* means:
1. A group of records maintained by or for Covered Entity that is:

- (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
- (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
- (iii) Used, in whole or in part, by or for Covered Entity to make decisions about individuals.

2. For purposes of this paragraph, the term *record* means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Covered Entity.

(d) *Individual* shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(e) *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

(f) *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(g) *Required By Law*. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

(h) *Secretary*. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(2) Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required By Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner agreed, i.e., during normal business hours, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner agreed, i.e., during normal business hours.

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner agreed, i.e., during normal business hours, or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner agreed, i.e., during normal business hours, information collected in accordance with Section (i) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(3) Permitted Uses and Disclosures by Business Associate

(a) Refer to underlying services agreement:

Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in POFA-2002-D-0002, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

(b) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

(4) Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

(5) Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

(6) Term and Termination

(a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Clause by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate the contract if Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or

(3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of the contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(7) Miscellaneous

(a) Regulatory References. A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

(c) Survival. The respective rights and obligations of Business Associate under Section (6) of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.

(d) Interpretation. Any ambiguity in this Clause shall be resolved to permit Covered Entity to comply with the Privacy Rule.

H.12 DEBARRED PROVIDER RESTRICTION

Contractor certifies, by signing this contract, that the Contractor, its principals, subcontractors, and all providers or suppliers rendering medical services or supplies pursuant to this contract are not presently excluded from participation in Medicare and State health care programs by the United States Department of Health and Human Services. Furthermore, the Contractor certifies that no services or supplies rendered during the course of this contract shall be provided or supplied by any individual or entity that has been excluded in said manner.

SECTION I- CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated November 2004 ("SCP") are incorporated as part of the contract resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or

financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____
With _____ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to

enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every

provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

I.8.1 Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

The Health Care Provider shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.

- I.8.1** Bodily Injury: The Health Care Provider shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.
- I.8.2** Property Damage: The Health Care Provider shall carry property damage insurance of at least (\$20,000) per occurrence.
- I.8.3** Workers' Compensation: The Health Care Provider shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract, and the Health Care Provider agrees to comply at all times with the provisions of the workers' compensation laws of the District.
- I.8.4** Employer's Liability: The Health Care Provider shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000).
- I.8.5** Automobile Liability: The Health Care Provider shall maintain automobile liability insurance written on the comprehensive form of

policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

I.8.6 Medical Malpractice: The Health Care Provider shall have or obtain and maintain, throughout the term of the contract, medical malpractice insurance (or other appropriate professional insurance) for not less than \$1 million for individual incidents and \$3 million in annual aggregate to cover all incidents of malpractice alleged to have occurred during the term of the contract. Failure to maintain the malpractice insurance at any time during the term of the contract shall be a basis for termination of the contract for default.

I.8.7 All insurance provided by the Health Care Provider as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within fourteen (14) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the contractor has submitted an Equal Employment Opportunity Information Report and certified compliance with the Order.

I.10 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

The following documents are incorporated into the contract, and in the event of an inconsistency among the provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

I.10.1 Contract No. POFA-2005-C-0002 comprised of the Award/Contract page and sections B through J.

I.10.2 Letter Contract POFA-2002-D-20006 of October 1, 2004 as amended; (Amendment no.1 for 11/1/04 through 11/30/04, Amendment no. 2 for 12/1/04 through 12/31/04, Amendment no. 3 for 1/1/05 through 1/31/05, Amendment no. 4 for 2/1/05 through 2/28/05, and Amendment no. 5 for 3/1/05 through 3/31/05).

- I.10.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated November 2004 and Wage Determination No. 1994-2103 (05/27/04).
- I.10.4 Contractor's Best and Final Offer dated April 19, 2004.
- I.10.5 Contractor's Technical Proposal dated January 23, 2003.
- I.10.6 Request for Proposal (RFP), No. POFA-2002-R-0002 and attachments and Amendments to the Solicitation, No. 1 through 12.
- I.10.7 Book of Medical Requirements for the Employees of the District of Columbia Police and Fire Clinic (J.5).
- I.10.8 Work Force Information (J.6).
- I.10.9 Services Provided to Clinic Users (Uniform) (J.7).
- I.10.10 Services Provided to Clinic Users (Civilian) (J.7.a)
- I.10.11 Use of the Clinic (J.8).
- I.10.12 Number of Exams (J.9).
- I.10.13 Number of Exams by Type (J.10)
- I.10.14 Sample Report Retirement and Relief (J.11).
- I.10.15 Sample Daily Visit Reports (J.12).
- I.10.16 Office Space Requirements (j.13)
- I.10.17 Sample New Injury Questions (J.14).
- I.10.18 Sample Monthly Reports (J.15).
- I.10.19 Sample Employment Suitability Assessment (J.16).
- I.10.20 Sample Suitability Assessment Narrative (J.17)
- I.10.21 Letter Contract and its Amendments (J.18)

I.11 CONTRACTS IN EXCESS OF \$1 MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

SECTION J: LIST OF ATTACHMENTS

- J.1** Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated November 2004
- J.2** Wage Determination No.1994-2103, Revision no. 32, dated June 8, 2004
- J.3** Contractor's Best and Final Offer dated April 19, 2004
- J.4** Contractor's Technical Proposal (as amended) January 23, 2003
- J.5** Book of Medical Requirements for the Employees of the District of Columbia Police and Fire Clinic (contains eleven documents with table of contents)
- J.6** Work Force Information
- J.7** Services Provided to Clinic Users (Uniformed)
- J.7.a** Services Provided to Clinic Users (Civilian)
- J.8** Use of the Clinic
- J.9** Number of Exams
- J.10** Number of Exams by Type
- J.11** Sample Report Retirement and Relief
- J.12** Sample Daily Visit Reports
- J.13** Office Space Requirements
- J.14** Sample New Injury Questions
- J.15** Sample Monthly Reports
- J.16** Sample Employment Suitability Assessment (after job offer)
- J.17** Sample Suitability Assessment Narrative
- J.18** Letter Contract and its Amendments
- J.19** Request for Proposal, No. POFA-2002-R-0002

SOLICITATION, OFFER, AND AWARD

1. Market

Open

Page of Pages

1

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2. Contract Number

3. Solicitation Number

PO-FA-2002-R-0002

4. Type of Solicitation

☐ Sealed Bid (IFB)☒ Sealed Proposal (RFP)

5. Date Issued

6. Requisition/Purchase Number

7. Issued By

Code

Metropolitan Police Department

D.C. Office of Contracting and Procurement

441 4th Street, NW, Suite 800

Washington, D.C. 20001

8. Address Offer To (If other than line 7)

D.C. Office of Contracting and Procurement

Office of Procurement Administration

441 4th Street, N.W., Suite 800S - Bid Counter

Washington, D.C. 20001

NOTE: In sealed bid solicitations "Offer" and "Offeror" means "Bid" and "Bidder"

SOLICITATION

9. Sealed offers in original and nine (9) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in 441 4th Street, NW, Suite 800 S, Bid Counter, Washington DC until 2: pm local time 6-Feb-02 (Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR Chapters 15 and 16 as applicable. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Contact

A. Name

Steve Ochs

B. Telephone (No Collect Calls)

(Area Code)

202

(Number)

724

(Ext)

2122

C. E-mail Address

stephan.och@dc.gov

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OFFER

1. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of c specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount for Prompt Payment ☒ 10 Calendar days % ☐ 20 Calendar days % ☐ 30 Calendar days % ☐ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

Amendment Number

Date

Amendment Number

Date

15A. Name and Address of Offeror

Code

Facility

16. Name and Title of Person Authorized to Sign Offer/Contract

15B. Telephone

(Area Code)

(Number)

(Ext)

15 C. Check if remittance address is different from above - enter address in Schedule Section K.

17. Signature

18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

9. Accepted as to Items Numbered

20. Amount

21. Accounting and Appropriation

2. Award - DC OCP Form 201 not required

Negotiated Agreement - DC OCP Form 201 must be executed

23. Submit Invoices to Address Shown In (2 copies unless otherwise specified)

Item

4. Administered By (If other than Item 7)

Code

25. Reserved for future use

6. Name of Contracting Officer (Type or Print)

27. Government of the District of Columbia

28. Award Date

(Signature of Contracting Officer)

Government of the District of Columbia

OCP Office of Contracting & Procurement

DC OCP 200 (7-99)

SECTION B - SUPPLIES OR SERVICE AND PRICE

The District of Columbia Government is seeking a Health Care Provider to provide occupational healthcare and ancillary healthcare services for all covered employees of the Metropolitan Police Department, the Fire and Emergency Medical Services Department, the United States Park Police, the United States Secret Service Uniformed Division, the D.C. Department of Corrections and the D.C. Housing Authority. This contract is to provide occupational health services for all covered employees in a managed care environment using a Preferred Provider Network to handle approximately 64,000 client encounters per year. The Health Care Provider shall work in conjunction with government officials to make traditional worker compensation determinations as to the health and fitness of Covered Employees to perform the rigors of police or fire suppression work following a performance of duty injury.

The District contemplates award of a requirements contract with payment based on the capitation rate per employee per month as set forth in the contract.

SCHEDULE

SERVICE / DESCRIPTION / PRICE

| Contract Line Item No. | Item Description | Capitation Rate (Employee Per Month) | Estimated Covered Employees Per Base Term or Option Year (As Applicable) | Total Estimated Price Per Base Term or Option Year (As Applicable) |
|------------------------------|---|---|---|--|
| 0001 ((3 Year Base Term) | Occupational Medical Services described in C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7, C.3.8, and C.3.9. | \$ _____ | 19,009 | \$ _____ |
| 0101 (Option Year 1) | Occupational Medical Services described in C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7, and C.3.8. | \$ _____ | 6,479 | \$ _____ |
| 0201 (Option Year 2) | Occupational Medical Services described in C.3.1, C.3.2, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7, and C.3.8. | \$ _____ | 6,479 | \$ _____ |

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

This contract is to provide occupational health services for all covered employees in a managed care environment using a Preferred Provider Network to handle approximately 64,000 client encounters per year. The Health Care Provider shall manage the day-to-day operations of the Police and Fire Clinic using in-house health care professionals hired to perform diagnostic services, conduct routine physical and behavioral health examinations, issue prescriptions and refer employees to a preferred provider network for services that cannot be performed in house. The Health Care Provider shall work in conjunction with government officials to make traditional worker compensation determinations as to the health and fitness of uniform members to perform the rigors of police or fire suppression work following a performance of duty injury. The responsibility of the Health Care Provider is to provide occupational medical services by:

1. Establishing a physical plant that can be used as a Police and Fire Clinic. See specifications in C.3.1.
2. Staffing the Clinic with competent medical personnel to provide direct services in conjunction with a Preferred Provider Network that delivers quality healthcare services in a managed care environment. See specifications in C.3.2.
3. Establishing an occupational health care program that provides a wide range of medical evaluations for Covered Employees and candidates for appointment as law enforcement and fire suppression personnel. See specifications in C.3.3.
4. Administering a return to work program that provides emergency medical and rehabilitative treatment services for job related injuries. See specifications in C.3.4.
5. Administering ancillary health care programs designed to provide for drug screening and preventing work related injuries and illnesses. See specifications in C.3.5.
6. Serving as Third Party Administrator in managing the healthcare of Covered Employees retired on 100% disability. See specifications in C.3.6.

7. Tracking, monitoring and maintaining an automated record keeping/billing system that provides real time information on all Clinic services. See specifications in C.3.7.
8. Provide office space and administrative services to user Agency employees assigned to the Police and Fire Clinic. See specifications in C.3.8.
9. Provide a transition plan to ensure the smooth transfer of operations from the present facility to the facility of the Health Care Provider. See specifications in C.3.9.

C.1.1 Applicable Documents

The Health Care Provider shall provide the requirements of the contract in accordance with the documents set forth below, which constitute the rules, regulations and internal policy directives that govern the operations of the Police and Fire Clinic and the District's occupational health care program for uniform personnel. See Section J. for attachments.

| Item No. | Document Type | Title | Date |
|-----------------|---|---|-----------------------------|
| 1 | MPD General Order 1001.1dd | Medical Services | 1/1/98 |
| 2 | MPD G.O 1002.2 | Health Maintenance | 1/1/98 |
| 3 | MPD G.O.1002.4 | Drug Screening Program | 1/1/98 |
| 4. | MPD G.O 1002.5 | Random Drug Screening Program | 1/1/98 |
| 5 | MPDC G.O 1003.1 | Public Safety Officers' Benefits | 3/22/94 |
| 6. | DCFEMS Order 17-00/9-99 | Article X1- Temporary Physical Disability | Sept. 1999 |
| 7. | Section 870 District Personnel Manual | Processing Entry Level Candidates for Fire And EMS Departments | Not Dated |
| 8. | Section 873, and District Personnel Manual | Processing Entry Level Candidates for Police Officer Positions | 1/23/98 & 4/7/01 |

C.1.2 Definitions

For purposes of this contract, the following definitions apply:

"Administrative Hearing" shall mean a hearing before an Agency of the District of Columbia.

"Agency" shall mean the Metropolitan Police Department, Fire and Emergency Medical Services Department, United States Park Police, United States Secret Service Uniform Division, D.C. Department of Corrections, and D.C. Housing Authority.

"Agency Representative" shall mean the Directors of the Medical Services Division of the Metropolitan Police and Fire & Emergency Medical Services Departments, the United States Secret Service and the United States Park Police.

"Applicants" shall mean persons who are candidates for positions as uniform members of the Metropolitan Police Department, Fire & Emergency Services Department, the D.C. Department of Corrections, the D.C. Housing Authority Police, the United States Park Police, the United States Secret Service Uniform Division including candidates for the police and fire cadet programs; and, civilian applicants of the Metropolitan Police Department for the positions of cell block technician, communications dispatcher, crime scene search technician, evidence control technician, fire arms examiner, forensic science technician, intoxilyzer technician, motor vehicle operators, reserve officer, traffic control aides and property control clerks; and civilian applicants for the D.C Fire & EMS Department for the positions of communication dispatchers, fleet servicer and motor vehicle operator.

"Ancillary Health Services" shall mean occupational health care services other than return to work services such as wellness programs, drug testing, third party administrator program, pharmaceutical services for Covered Employees; and, long-term rehabilitative programs for seriously injured police and firefighters.

"Behavioral Health Injuries and Illnesses" shall mean the diagnosis and treatment of psychological injuries and illnesses occurring in the performance of duty.

"Clinic" shall mean the Police and Fire Clinic

"Client Encounters" shall mean a face-to-face meeting between a covered employee or applicant and the Health Care Provider for purposes of diagnosis, treatment, consultation or testing.

"Contracting Officer Technical Representative" shall mean the MPD Director of Medical Services as designated in G.7.1 as the Contracting Officer's Technical Representative or that person's designee.

"COTR" shall mean the Contracting Officer Technical Representative.

"Covered Employee(s)" shall mean the commissioned police officers, firefighters, senior police officers, emergency medical technicians, designated civilian employees including police and fire cadets, recruits-in-training, cell block technicians, communications dispatchers, crime scene search technicians, evidence control technicians, fire arms examiners, forensic science technicians, intoxilyzer technicians, motor vehicle operators, reserve officers, traffic control aides and property control clerks of the Metropolitan Police Department and designated civilian employees including communication dispatchers, fleet servicers and motor vehicle operators of the Fire & Emergency Medical Services Department, the United States Secret Service, the United States Park Police, applicants for correctional officer positions with the D.C. Department of Corrections and applicants for police officer positions with the D.C. Housing Authority.

"DCDC employees" shall mean the correctional officers of the District of Columbia Department of Corrections"

"DCHA employees" shall mean the sworn uniform police officers of the District of Columbia Housing Authority

"District " shall mean the District of Columbia.

"DCFEMS" shall mean the District of Columbia Fire and Emergency Medical Services Department.

"FD 44" shall mean the DCFEMS Illness and Injury Report which a firefighter uses to report an illness or injury.

"Health Care Provider" shall mean the proposed contractor selected for this contract to provide all of the health care services under this contract and who abides by health care policies, which seek to reduce costs by the delivery of care in the most cost effective way.

"Health Maintenance Program" shall mean a wellness or preventive medicine program designed to increase the overall physical, emotional and mental health of covered employees.

"JACHO" shall mean the Joint Committee on Accreditation of Health Care Organizations.

"Medical Director" shall mean the Chief Physician responsible for the day-to-day management of the operations of the Police and Fire Clinic and overall management of the administrative and professional staff of the police and fire clinic.

"MPD" shall mean the Metropolitan Police Department of the District of Columbia.

"MSD" shall mean the Medical Services Division of the MPD.

"Non-POD Injury" shall mean an injury or illness, which has been sustained outside the performance of duty for which an employee seeks treatment by the Health Care Provider.

"Occupational Health Services" shall mean the body of medical programs, practices and standards of protocol designed for the diagnosis and treatment of occupational illnesses and injuries.

"Occupational Healthcare" shall mean the diagnosis and treatment of injuries and illnesses sustained by covered employees while in the performance of duty.

"POD Injury" shall mean an injury or illness sustained by an employee while in the performance of duty.

"PD 42" shall mean the MPD's Illness and Injury Report which a police officer uses to report an illness or injury.

"Police and Fire Clinic" shall mean a one stop clinic located on the premises of the Health Care Provider which provides a comprehensive range of medical and treatment services for employees of the Metropolitan Police Department, Fire & Emergency Medical Services Department, United States Park Police and the United States Secret Service who have sustained injury or occupational illnesses while in the performance of duty. Treatment services also include all pre-employment examinations, other physical examinations required by the Agencies, drug screening urinalysis and procedures and testing required by the Occupational Safety and Health Administration (OSHA).

"Preferred Provider Network" shall mean a network composed of physicians, hospitals and ancillary providers such as pharmacies, who have entered into a contractual relationship with the Healthcare Provider to deliver quality cost effective medical services to patients referred to it by the Health Care Provider.

"Retirement Board" shall mean the Police and Firefighters' Retirement and Relief Board.

"TPA" shall mean Third Party Administrator Program.

"Third Party Administrator Program" shall mean the entity that provides the day-to-day management of the disability program for retired Police and Firefighters of the MPD, DCFEMS, USSS and US Park Police who have been retired under 100% disability.

"True Medical Emergency" shall mean a medical condition which in the opinion of the Medical Director manifests itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical treatment could reasonably be expected to result in placing the employee's health in serious jeopardy, serious impairment to bodily function, or serious dysfunction of any bodily organ or part.

"Urgent Care" shall mean treatment of injuries normally sustained in the performance of duty that require the immediate attention of a health care professional, but are not of the nature that the services of a hospital emergency room or hospitalization is needed. Urgent Care shall also mean the evaluation and treatment of non-performance of duty injuries and illnesses of Covered Employees who report in sick during the hours that the Clinic is closed. An example would be attending to a fracture or broken finger where hospitalization would not be required.

"Urgent Care Unit" shall mean a unit located within the Police and Fire Clinic or within a facility under the control of the contractor located in the District of Columbia for the treatment of urgent care injuries and illnesses.

"USPP" shall mean the United States Park Police.

"USSS" shall mean the United States Secret Service.

C.2 BACKGROUND

The MPD has had the operational responsibility over the Police and Fire Clinic since 1970. In 1997, the District of Columbia government entered into a contract with a private health care provider to provide occupational medical services including case management services to uniform personnel. Since that time, the private Health Care Provider has provided the day-to-day provision of medical services to uniform personnel while MPD and other user agency officials provide certain administrative functions such as revoking police powers, determining employee duty status and other on-site administrative functions associated with the business of law enforcement and fire suppression personnel. In addition, the Clinic provides certain medical services to designated civilian employees that perform vital law enforcement and fire suppression functions.

Covered Employees have access to Clinic services 24 hours a day, seven days a week. However, the Clinic itself operates on a 16-hour a day schedule, Monday – Friday. During the hours the Clinic is closed, Covered Employees obtain services from two participating hospitals that are a part of the Preferred Provider Network.

Each year the Clinic averages approximately 64,000 client encounters. This includes a range of visits for procedures as simple as receiving a flu injection to ongoing follow up rehabilitative treatment after an employee has sustained a traumatic injury or suffered an occupational illness. In addition the Clinic conducts annual, bi-annual and fitness for duty physical examinations for Covered Employees as a pre-requisite for their continued employment with the respective Departments. The Clinic also performs applicant physical examinations, drug testing, health & wellness services, hospitalization (including surgery and rehabilitative care) and long-term care for POD injuries. The DCFEMS Department is taking steps to extend rehabilitative services to employees of the Emergency Medical Service. Upon authorization, the rehabilitative services provided by the Health Care Provider shall increase to include the 450 members of Emergency Medical Service. This means that the information provided in Attachment J.13 will increase the number of drug tests and client encounters by an additional 1,000 drug tests and patient visits, respectively. Attachment J.13 outlines the types of services provided by the Clinic over the past five years.

In addition to providing preventive health services to covered employees, designed to decrease the number of performance of duty injuries, the Clinic conducts applicant, annual physical and random drug testing on all covered employees. To this end, the MPD and DCFEMS have established drug testing procedures that have been approved by the respective collective bargaining organizations that represent police and fire suppression personnel. Accordingly, the Health Care Provider conducts all drug testing in accordance with the established drug testing procedures as established by the MPD and DCFEMS. Moreover, the MPD practices a zero tolerance drug policy. As such, the Health Care Provider will adhere to the drug testing collection policies and protocols each time urine is obtained from a uniform member whether or not the member is at the Clinic for the purpose of drug screening. The intent of this solicitation is to establish, continue and expand the delivery of medical services and programs and also to enhance the record keeping and case management reporting mechanisms in accordance with the latest trends in medical record keeping and automation.

C.3 REQUIREMENTS

C.3.1 Establish a Police and Fire Clinic

The Health Care Provider shall provide a physical plant for use as a Police and Fire Clinic. The Clinic shall be located in the District of Columbia.

The Clinic shall be housed in a clean secure environment with the following features:

- C.3.1.1 Adequate parking for Clinic patrons including at least 60 dedicated parking spaces, of which 50 (5 handicapped + 45 general) shall be for Clinic patients and 10 shall be dedicated spaces for agency use;
- C.3.1.2 Secure lockers made available for the storage of weapons while law enforcement personnel are being treated or examined;
- C.3.1.3 A separate patient lounge equipped with telephones and bathrooms for use by Clinic patients;
- C.3.1.4 A 24-hour treatment facility to attend to urgent care injuries. The treatment facility shall be located in the same facility as the Clinic and be connected through a local area network;
- C.3.1.5 A separate patient area to conduct applicant medical examinations. The patient treatment area for conducting applicant medical examinations may be located in a different facility as long as the facility is located in the District of Columbia and the medical records and other files are accessible through a local area network.
- C.3.1.6 A separate patient area for the treatment of Behavioral Health Injuries and Illnesses;
- C.3.1.7 Examination rooms, medical equipment, consumable supplies, ancillary equipment to support a 24-hour operation and at least 64,000 annual client encounters;
- C.3.1.8 The Clinic shall be properly certified by the certifying authorities including the Joint Commission on Accreditation of Health Care Organizations (JACHO) prior to the time of contract award. The Clinic shall at all times be in compliance with all of the applicable laws and regulations of the federal government and the District of Columbia;

C.3.2 Provide Necessary Staffing and Equipment to Ensure Efficient Operation of the Police and Fire Clinic

The Health Care Provider shall establish an Office of the Medical Director and appoint a chief physician who shall serve as the Medical Director of the Police and Fire Clinic. The Medical Director shall be licensed to

practice medicine in the District of Columbia and shall be board certified in occupational medicine.

- C.3.2.1 The Health Care Provider shall hire, train and assign professional and administrative personnel to work in the Clinic.
- C.3.2.2 The Health Care Provider shall monitor the various employee health, treatment and rehabilitative services performed by Clinic medical staff to ensure that services are being provided using protocols acceptable throughout the medical community and in accordance with the American College of Occupational and Environmental Medicine and the provisions of this contract.
- C.3.2.3. The Health Care Provider shall coordinate the scheduling of employee appointments to the Police and Fire Clinic with the Medical Services Directors of MPD/DCFEMS and the agency representatives of the USSS, USPP, DCDC and DCHA.
- C.3.2.4. The Health Care Provider shall coordinate the appearance of Medical Staff before the Retirement Board and other administrative hearing bodies. See § C.3.8.3.2
- C.3.2.5 The Health Care Provider shall establish or provide a photocopying service to reproduce medical records for use by Agency officials, courts and administrative agencies when necessary.

C.3.3 Establish an Occupational Health Care Program for Uniform Personnel

- C.3.3.1 The Health Care Provider shall establish an employee occupational health care program that provides a wide range of physical and other examinations designed to evaluate an employee's ability to perform his or her duties including but not limited to:
 - a. Applicant Pre-Employment Physical Examinations
 - b. Physicals at the end of the Probationary Term
 - c. Promotion physical examinations
 - d. Fitness for Duty, Pre-Five Year Tenure, Retirement, Military Leave
 - e. Annual/Bi-Annual
 - f. Reinstatement
 - g. Annual Disability Physical
 - h. Medical Review Board
 - i. Flight

- j. Harbor Patrol
- k. Cell Block
- l. FBI Academy
- m. Lead Monitoring for designated employees
- n. Audiometric testing for designated employees

C.3.3.2. The Health Care Provider shall make employee referrals to the Preferred Provider Network. The Health Care Provider shall establish or provide a Preferred Provider Network composed of physicians, physician assistants, psychologists, psychiatrists, specialists, nurses, consultants, occupational and physical therapists, laboratory technicians, case managers, pharmacy services, clerical support staff, computer technicians and such other technicians and professionals necessary to efficiently perform the services as set forth in the contract.

C.3.3.3 The Health Care Provider shall make referrals for long-term treatment and rehabilitative services relating to performance of duty injuries with agency representatives.

C.3.4. **Establish A Return To Work Program**

The Health Care Provider shall establish or incorporate Covered Employees into a case managed return to work program designed to provide injured employees with optimum medical care with the goal of returning employees to full duty status as soon as medically possible. Return to work Services shall be provided to all Covered Employees of the MPD, DCFEMS, USPP and USSS. The Return to Work Program shall consist of a case management program (C.3.4.1) and a rehabilitative service component (C.3.4.3).

C.3.4.1. **Case Management Services**

The Health Care Provider shall establish a case management program designed to track and monitor all treatment and services provided to Covered Employees. The case management program shall be developed in consultation with the COTR and shall be designed to track employee progress with respect to injuries and illnesses sustained in the performance of duty.

C.3.4.2. The Health Care Provider shall appoint such case managers as necessary to effectively monitor Covered Employee's recovery from the illness or injury and provide regular reviews by agency personnel with respect to the nature and extent of an employee's performance of duty injury; the established treatment plan for caring for the Covered Employee's injury or

illness, the overall prognosis of the Covered Employee as it relates to the performance of duty injury and, the expected date of Covered Employees' return to full duty status. A sample copy of a case management report is set forth in Attachment J.18.

C.3.4.3. **Rehabilitative Services**

The Health Care Provider shall provide rehabilitative services that provide a full range of medical and treatment services, which should address the physical, emotional, and mental stresses and illnesses associated with working in law enforcement and fire suppression disciplines. To this end, the Health Care Provider shall perform the following tasks:

C.3.4.3.1 The Health Care Provider shall coordinate employee treatment programs with Preferred Provider Network physicians and agency representatives to prevent inappropriate or excessive treatment.

C.3.4.3.2 The Health Care Provider shall monitor the treatment programs of the Preferred Provider Network physicians to ensure that services are being provided using protocols acceptable throughout the medical community and in accordance with the provisions of this contract.

C.3.4.3.3 The Health Care Provider shall track and monitor the treatment and rehabilitative history of employees who use the Clinic.

C.3.4.3.4 Within 45 days of award, the Health Care Provider shall develop a Quality Assurance Plan outlining treatment standards and protocols that follow established procedures for monitoring the quality of the services being provided to injured workers.

C.3.4.3.4.1 The Quality Assurance plan shall address:

- i. The provision of medical care in accordance with medical standards and procedures.
- ii. The identification of providers who do not comply with the standards of treatment adopted by the plan.
- iii. The adoption of mechanisms for expediting and managing the complaint resolution process.
- iv. A mechanism for measuring patient satisfaction with services, treatment and protocols

v. A mechanism for measuring compliance with contract requirements.

C.3.4.5 The Health Care Provider shall have a long term care facility or an affiliation with a long term care facility that will provide ongoing care at the acute and intermediate care levels to provide for the acute care and immediate care needs of those employees who due to severe injuries require such services for as long as they may need them.

C.3.5 **Provide Ancillary Health Services to Users of the Clinic including Health and Wellness Preventive Services**

C.3.5.1. Within 45 days from the date of award, the Health Care Provider shall develop and implement a Health and Wellness program designed to improve employee overall health and reduce medical leave. The programs shall address the following and such other programs as determined necessary by the COTR during the performance of the Contract:

- a) Lifting/Back Injury prevention
- b) Smoking cessation
- c) Diet/Weight control
- d) Cardiovascular fitness
- e) Blood pressure
- f) Stress/Burnout Management
- g) Work site examinations and tests such as flu shots, vaccinations and hepatitis shots

C.3.5.2. The Health Care Provider shall conduct Applicant and Employee Drug Screening and Urinalysis in accordance with applicable agency directives. The provider shall have the capacity to perform up to 9000 drug screening/urinalyses per year. A copy of the Drug Screening procedures for the MPD is set forth in Attachment J.9, Nos. 5 and 6, which are hereby incorporated and made a part of this contract.

C.3.6. **Establish A Third Party Administrator Program For Covered Employees Retired On 100% Disability**

The Health Care Provider shall establish and administer a Third Party Administrator Program of medical services and treatment to all current law enforcement and public safety employees who have been retired on 100% performance of duty medical disability and law enforcement and public safety employees who may become retired on 100% performance of duty medical disability during the life of this contract.

C.3.6.1 Within 45 days from the date of the Award, the Health Care Provider shall develop a care plan for each such retiree that includes a description of the services required for proper treatment of the retiree's performance of duty injury and/or illness, the cost associated with each service, and the service provider. Each plan shall:

- a) Identify each retiree by name, address, phone number, and alternative contact information for each such retiree.
- b) Identify all providers associated with the care of each such retiree, including each provider's name, address, phone number, facsimile number, e-mail address, and a description of the service provided.

C.3.6.1.1 The Health Care Provider shall deliver to the COTR, on a monthly basis, invoices for each retiree that are certified in accordance with the prescribed care plan as to the services and treatment for the retiree.

C.3.6.1.2 The Health Care Provider shall visit each retiree at least twice a year to make an assessment of the retiree's health and adjust the care plan as necessary.

C.3.6.1.3 For retirees located in the Metropolitan Washington area, the Health Care Provider shall serve as primary healthcare provider and provide such medical and pharmaceutical services as necessary in relation to the disability illness or injury.

C.3.6.1.4 For retirees located outside the Metropolitan Washington area, the Health Care Provider shall monitor and coordinate the treatment plan, furnish all pharmaceutical services and negotiate payment for the care of retirees with their respective health care providers on behalf of the District of Columbia government.

C.3.7 Establish An Automated System For Record keeping, Case Management, Reporting And Billing

C.3.7.1 Automated Record keeping

The Health Care Provider shall establish and maintain an automated system of record keeping and reporting that provides real time information on the various activities of the Clinic. The Health Care Provider shall maintain, track and monitor all records of Covered Employees who use Clinic services. See C.3.2. The automated system shall:

- a. Generate activity, utilization and other statistical reports to the Agencies of Covered Employees on a daily, weekly, monthly, quarterly, and annual

basis. Samples of required reports are included in Attachments J.15, J.16, J.18 and J.19.

- b. Generate a Daily Visit Report, Non-Full Duty Status Report and the Patient Injury Report and deliver same to the COTR no later than 5:00 p.m. each day. Samples of required reports are included in Attachments J.15, J.16, J.18 and J.19.
- c. Generate a weekly case management report, Patient Visit Report and Patient Injury Report and deliver same to the COTR no later than 5:00 on each Friday. Samples of required reports are included in Attachments J.15, J.16, J.18 and J.19.
- d. Generate a Monthly Extended Sick Leave Report, The Police and Fire Retirement Board Disability Hearing Status Report, the Quality Assurance reports and the Activity Reports to the Chief of Police and the Fire Chief are delivered to the COTR no later than the 10th day of each month. Samples of required reports are included in Attachments J.16, J.18 and J.19.
- e. Generate quarterly case management report, extended sick leave report and activity reports to the Chief of Police and the Fire Chief are delivered to the COTR on the 30th day of every December, March, June and September. Samples of required reports are included in Attachments J.16, J.18 and J.19.

C.3.7.1.2 The Health Care Provider shall deliver the annual extended sick leave report, Quality Assurance assessment, Audit of Clinic Services and Expenditures Report, Police and Fire Retirement Disability Annual Report to the COTR no later than October 31 of each year. Samples of required reports are included in Attachments J.16, J.18 and J.19.

C.3.7.1.3 The Health Care Provider shall make a monthly transfer of employee medical records electronically to the COTR/ Director of Medical Services for use by the Retirement Board.

C.3.7.1.4 The Health Care Provider shall monitor the treatment records of employees that are placed on medical leave and are under the supervision of Clinic physicians.

C.3.7.1.5 The Health Care Provider shall establish and maintain separate records check- in and billing procedures for the various user Agencies that are served by the Police and Fire Clinic. Check in procedures shall be maintained on a daily basis and billing procedures on a monthly basis.

C.3.7.1.6 The Health Care Provider shall be responsible for reviewing and monitoring the treatment plans and records of employees that are referred for Rehabilitative and Treatment services to confirm that the preferred providers are treating employees in accordance with the established treatment plan as developed by the Police and Fire Clinic.

C.3.7.1.7 The Health Care Provider shall be responsible for monitoring and reviewing the e treatment plans and records of employees retired under 100% disability to confirm that preferred providers for local retirees and health care professionals for out of town retirees are treating retirees in accordance with the established treatment plan as developed by the Police and Fire Clinic.

C.3.7.1.8 The Health Care Provider shall provide clear, concise and comprehensive objective medical reporting, including timely and accurate completion of all standardized forms including comprehensive treatment plans which includes:

- a) Diagnosis
- b) Prognosis
- c) Identification of non job-related conditions
- d) Establishment of a causal relationship between the work-related injury and medical treatment being provided;
- e) Dates of examination and treatment;
- f) History given to the physician;
- g) Detailed description of findings;
- h) Results of any EKGs, X-rays or laboratory tests;
- i) Clinical course of treatment followed; and
- j) An opinion, with reason(s) for such opinion, regarding the relationship of the disability to factors of employment, which is believed to cause the injury and/or illness.

C.3.7.1.9 The Health Care Provider shall standardize provider billing as required by the participating Agencies.

C.3.7.2. Custodian of the Records

The Health Care Provider shall serve as Custodian of the Records for all medical records and reports created and generated by the Health Care Provider and all medical records transferred to the Health Care Provider by the COTR.

C.3.8. Provide Office Space, Meeting Rooms And Administrative Services To User Agency Employees Assigned To The Police And Fire Clinic

C.3.8.1**Office and Meeting Room Space**

The Health Care Provider shall provide office space, all furnishings, equipment and administrative services to the government employees assigned to the Clinic. Such services shall include:

- a) Eight enclosed offices including furnishings to user Agency employees who are physically assigned to the Clinic. A copy of office space requirements can be found in Attachment J-17.
- b) A file storage room of at least 300 square feet
- c) A reception area of approximately 350 square feet
- d) A conference room with capacity for seating up to 30 people
- e) Two meeting rooms with capacity for seating ten people
- f) Adequate rest room facilities
- g) A staff lounge/dining area.

C.3.8.2.**Telecommunications**

The Health Care Provider shall provide telecommunications and technical support services to government employees assigned to the Clinic including:

- a) Voice and data lines for each Agency workstation
- b) Telephone service with voice mail and long-distance capability
- c) Four dedicated facsimile lines.
- d) Computer equipment and services including internet/e-mail services

C.3.8.3**Administrative Support**

The Health Care Provider shall provide all office support and administrative services to government employees assigned to the Clinic. This includes:

C.3.8.3.1

Photocopying and scanning services.

- C.3.8.3.2 The Health Care Provider shall prepare and present medical disability reports to the Police and Firefighters' Disability Retirement Board and other administrative bodies.
- C.3.8.3.3. The Health Care Provider shall prepare and present functional capacity assessment reports to the Police and Firefighters' Retirement and Relief Board.
- C.3.8.3.4. The Health Care Provider shall prepare and present vocational assessment reports to the Police and Firefighters' Retirement and Relief Board.
- C.3.8.3.5 Postage and FEDEX Services
- C.3.8.3.6. Administrative support staff to assist Agencies with customer reception (including telephone reception), file organization and maintenance.

C.3.9. Provide A Transition Plan to Ensure the Smooth Transfer of Operations from the Present Facility to the Facility of the Health Care Provider.

- C.3.9.1 Within ten days from the date of award, the Health Care Provider shall develop a transition plan designed to ensure the smooth transfer of operations from the present facility to the Facility of the Health Care Provider. The transfer of operations shall be completed within 60 days from the day of award. The transition plan shall be delivered to the COTR and contain specific detail that covers:
 - C.3.9.1.1 Check In Procedures including the process to:
 - a) Secure Weapons
 - b) Check In/Check Out Patients
 - c) Scheduling of Appointments
 - d) Sick Call
 - e) Schedule officers for physicals/treatment
 - C.3.9.1.2 Patient Management During the Transition including
 - a) Scheduling Employees for Treatment
 - b) Managing the Return to Work Program
 - c) Managing the Behavioral Health Program
 - d) Process for Referring Employees to the Preferred Provider Network
 - C.3.9.1.3 Implementation of the Approved Drug Screening Policies and Procedures

C.3.9.1.4 Medical Records including:

- a) Transfer of Records to New Facility
- b) Maintain Security of Records During Transfer
- c) Create, Update and Track Records During Transition
- d) Records Management During Transition
- e) Process to Answer Inquiries about Employees' Medical Status During Transition
- f) Process to Collect, Evaluate & Prepare Medical Records During Transition Period

C.3.9.1.5 Clinic Administration During Transition, including:

- a) Preparation of Periodic Activity Reports as set forth in Section C.3.7
- b) Establish, Compile and Maintain Statistical Reports on Clinic Activity
- c) Establish & Maintain Service and Maintenance Contracts on Clinic Facility, Equipment and Supplies
- d) Communicate with Patients and Officials concerning Changes in duty status
- e) Coordinate Case Management and Disability Retirement Reviews

C.3.9.6 Applicant Testing During Transfer of Operations, including:

- a) Scheduling Physical & Psychological Evaluations
- b) Conducting Physical & Psychological Examinations
- c) Creation & Maintenance of Medical Records for Applicants
- d) Conducting Drug Testing and other diagnostic examinations on Applicants during the transition period

SECTION D: PACKAGING AND MARKING

Not Applicable

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Supplies and clause number seven (7), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated October 1, 1999, Attachment J1.

- E.1** The District reserves the right to have independent medical experts examine patients covered under the contract and to inspect and review the medical policies and procedures of the Health Care Provider.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CONTRACT TYPE

The District contemplates award of a requirements contract with payment based on the capitation rate per employee per month as set forth in the contract.

F.2 TERM OF CONTRACT

The term of the contract shall be for a three (3) year period from date of award specified on page one (1) of the contract.

F.2.1 Offers shall include a price for the initial term of the contract and for each of the options periods in F.3.

F.2.2 If the District determines before award that only the base period requirements are needed, the District may evaluate offers and make award solely on the basis of price offered on the base period requirements.

F.3 OPTION PERIOD

F.3.1 The District may extend the term of this contract by exercising up to two (2), one-year, option periods.

F.3.2 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.3.3.1 The District may extend the term of this contract for a period of two (2), one-year option periods, or successive fractions thereof, by written notice to the Health Care Provider before the expiration of the contract; provided that the District shall give the Health Care Provider a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Health Care Provider may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.3.3.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.3.3.3 The capitation rate for the option period shall be as specified in the contract.

F.3.3.4 The price evaluation for contract award shall be inclusive of all options.

F.4 DELIVERABLES

The Health Care Provider shall provide the following documents and information to the COTR in accordance with the schedule outlined below:

| CLIN | Deliverable | Quantity | Format/Method of Delivery | Due Date | Applicable Section |
|-------------|---|-----------------|--|----------------------------|---------------------------|
| 001 | Case Management Protocol | 3 | Hard copy and diskette, Microsoft Word, and presentation to Agency officials during review stage | 30 days from date of award | C.3.4.1 |
| 001 | Rehabilitation & Return to Work Protocol | 3 | Hard copy, diskette, Microsoft Word, and presentation to Agency officials during review stage. | 30 days from date of award | C.3.4 & C.3.4.3 |
| 001 | Quality Assurance Plan outlining treatment standards and protocols. | 1 | Hard Copy and diskette, Microsoft Word | 45 days from award | C.3.4.3.4 |
| 001 | Record-keeping policies and procedures | 3 | Hard copy | 30 days from date of award | C.3.7 |
| 001 | Medical Disability Reports for Retirement Board Hearings | As needed | Hard Copy and electronic transfer to Agency officials | 30 days from date of award | C.3.7.1(d) |
| 001 | Functional Capacity Assessment Reports | As needed | Hard copy and electronic transfer to Agency officials | 45 days from date of award | C.3.7.1.(d) |
| 001 | Transition Plan | 10 | 3 Hard Copies and electronic transfer to Agency officials | 10 days from date of Award | C.3.9 |

| | | | | | |
|-----|--|-----------|---|----------------------------|---------------|
| 001 | Applicant Testing During Transitional Period | As Needed | The Health Care Provider shall begin to conduct applicant testing during the transfer of operations from the present facility to the facility operated by the Health Care Provider. | 14 days from date of Award | See C.3.10.1. |
| 001 | Daily, Weekly, Quarterly Reports | As Needed | Hard copy and electronic transfer to Agency officials | See C.3.7 | See C.3.7 |

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Health Care Provider, upon the submission of proper invoices or vouchers, at the prices stipulated in this contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Health Care Provider on or before the 30th day after receiving a proper invoice from the Health Care Provider.

G.2 INVOICE SUBMITTAL

- G.2.1** The Health Care Provider shall submit proper invoices on a monthly basis. Invoices shall be prepared in triplicate and submitted to the Agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer (CO) the Contracting Officer's Technical Representative (COTR) specified in G.7 below. The address of the CFO is:

Name: Wynette W. Wilkins, Chief Financial Officer
Address: 300 Indiana Avenue, N.W. Room 4068
Washington, D.C. 20001
Telephone: (202) 727-4317
(202) 727-4320

- G.2.2** To constitute a proper invoice, the Health Care Provider shall submit the following information on the invoice:
- G.2.2.1** Health Care Provider's name, Federal tax ID, DUNS number and invoice date (Health Care Provider is encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- G.2.2.2** Contract number, block number two (2) and encumbrance number, block number twenty-one (21) of the Solicitation Cover Sheet. Assignment of an invoice number by the Health Care Provider is also recommended;
- G.2.2.3** Description of services, rate, number of Covered Employees and the date that the services were actually performed.
- G.2.2.4** Other supporting documentation or information, as required by the contracting officer;

G2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G2.2.6 Name, title, phone number of person preparing the invoice;

G2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in (G2.2.6) above to be notified in the event of a defective invoice); and

G2.2.8 Authorized signature

G3 METHOD OF PAYMENT

The District will pay the amount due the Health Care Provider under this contract in accordance with the terms of the contract and upon presentation of a properly executed invoice.

G4 ASSIGNMENTS

G.4.1 In accordance with 27 DCMR 3250, unless otherwise prohibited by this contract, the Health Care Provider may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution

G.4.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.4.3 Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Health Care Provider, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.5 CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Contracting Officer is:

Ms. Sheila Turner
Interim Agency Chief Contracting Officer,
Metropolitan Police Department
Office of Contracting and Procurement
441 4th Street, NW
Washington, D.C. 20001
(202) 724-4793

G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.6.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.6.2** The Health Care Provider shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.6.3** In the event the Health Care Provider effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.7.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Health Care Provider's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: Ira Stohlman
Title: Director of Medical Services
Agency: Metropolitan Police Department
Address: 300 Indiana Avenue, N.W.
Washington, D.C. 20001.
Telephone: (202) 269-7428

G.7.2 It is understood and agreed that the COTR shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the contract.

G.8 Health Care Provider may be held fully responsible for any changes not authorized in advance, in writing, by the Agency Chief Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Health Care Provider shall be bound by the Wage Determination No: 1994-2103, Revision No: 24, Date of Last Revision: 5/31/2001, issued by the U.S. Department of Labor in accordance with and incorporated herein as Attachment J.3 of this solicitation. The Health Care Provider shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Health Care Provider shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Health Care Provider may be entitled to an equitable adjustment.

H.2 AUDITS, RECORDS, AND RECORD RETENTION

H.2.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Health Care Provider's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Health Care Provider by the District Government and an overpayment is found, the Health Care Provider shall reimburse the District for said overpayment within thirty (30) days after written notification.

H.2.2 The Health Care Provider shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

H.2.3 The Health Care Provider shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

H.2.4 The Health Care Provider shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

H.2.5 Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Health Care Provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

H.2.6 The Health Care Provider shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H.3 PUBLICITY

The Health Care Provider shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractor either during or after expiration or termination of the contract make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 CONFLICT OF INTEREST

H.4.1 No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Code section 2-310.01 and Chapter 18 of the DC Personnel Regulations).

H.4.2 The Health Care Provider represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Health Care Provider further covenants not to employ any person having such known interests in the performance of the contract.

H.5 GOVERNMENT RESPONSIBILITY

Agencies covered under this contract will provide to the Health Care Provider, and assist the Health Care Provider with the following:

H.5.1 All necessary Agency medical records.

H.5.2 A roster of all Agency Covered Employees eligible for services and treatment under the terms of the contract. The Agencies will provide the first roster on the day the contract is effective; thereafter Agency rosters will be provided no later than the fifth business day of each month. The roster shall present each eligible member's full name, social security number, gender, race/ethnicity, date of birth, date of appointment to the Agency, address, current accurate telephone number, and Agency unit assignment. The Agencies will provide the rosters in a computer application format designated by the Health Care Provider.

H.5.3 A monthly report of all Agency separations (for eligible Covered Employees only).

H.5.4 Copies of all applicable Agency policy and procedures.

H.5.5 A list of Agency case management liaison officials for the purpose of ensuring Agency member compliance with Clinic policy and procedures, and prescribed illness and injury treatment plans.

H.5.6 A roster of all Agency applicants to be presented for medical evaluation. The roster shall present each applicant's full name, social security number, gender, race/ethnicity, date of birth, and date of appointment to the Agency, address, current accurate telephone number, and Agency unit assignment.

H.5.7 A monthly review report of Agency concerns and recommendations for change and improvement of Clinic policies, procedures and provider treatment.

H.5.8 A monthly review and authorization for payment of invoices submitted by the Health Care Provider.

H.5.9 Authorized notice of Agency member cases to be recommended to the Retirement Board for medical disability retirement.

H.5.10 Classification of Agency member claims/reports for compensable treatment (benefits).

H.6 HEALTH CARE PROVIDER RESPONSIBILITIES

Health Care Provider responsibilities shall include the following:

H.6.1 Cooperation and assistance of the Medical Director, all physicians in the Preferred Provider Network and all other staff who provide services to employees under this contract with all duly designated or assigned representatives of the Agencies, during any case review, utilization

review, or investigations of fraud, malingering, misuse of services, job related referrals, review of medical opinions, review of treatment, legal issues, cost review, peer review and all other issues related to the services required or performed under this contract.

- H.6.2** Responding to inquiries concerning treatment, services, diagnoses and medical opinions given to employees under this contract.
- H.6.3** Making all Clinic personnel available to present their medical findings, reports, records and opinions to the Police and Fire Retirement Board, and that such persons when necessary are available to testify in hearings before the Retirement Board and other administrative bodies in the District of Columbia with respect to the treatment and medical conditions of the employees treated under this contract.
- H.6.4** Cooperation with Agency officials with respect to inquiries concerning patient care, treatment, services, diagnoses, medical practice and quality of services provided by physicians and other professional staff and provide such information as necessary.
- H.6.5** Providing complete access to the Medical Director, preferred Health Care Provider physicians, other health care professionals, and other employees of the Health Care Provider who can assist the Agencies in responding to concerning the full range of patient treatment and care.
- H.6.6** Notification of Agency representatives of employees who fail to follow-up on appointments, treatments and rehabilitative services.
- H.6.7** Notification of Agency representatives immediately but no later than 24 hours after an employee responds to the Urgent Care Unit. Such notification shall include such information as the date and cause of injury, symptoms as reported by the employees, physicians' diagnoses, prescribed treatments, expected return to work and next treatment date.
- H.6.8** Reporting suspected fraudulent activity to Agency representatives and/or the COTR.
- H.6.9** The Health Care Provider shall complete its transition plan in C.3.9 and transfer all operations from the present facility 60 days from the date of the award.

H.7 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification (including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall not reassign these key personnel or appoint replacements, without written permission from the Contracting Officer.

SECTION I- CONTRACT CLAUSES

I. PRE-AWARD APPROVAL

The award and enforceability of this contract is contingent upon Council Approval: In accordance with the Council Contract Review Criteria Amendment Act of 1999, D.C. Code 1-1181.5a, the Mayor must submit to the Council for approval any contract action over one million dollars.

In accordance with D.C. Code 1-1130©, the Council must approve award of any contract that has obligations that extend beyond the fiscal year for which appropriated.

In the event of cancellation of the contract because of non-appropriation of funds for fiscal year 2002 and thereafter, there shall be a cancellation ceiling representing reasonable pre-production and non-recurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated October 1999, (Attachment J.1) are incorporated as part of the contract resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Health Care Provider relating to any Covered Employee of the District shall be kept in absolute confidence and shall not be used by the Health Care Provider in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors who include in their proposal data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:

I.5.1 Mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District Government and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

I.5.2 If however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District Government shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this data if it is obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)."

I.5.3 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

I.6 RIGHTS IN DATA

I.6.1 "Data," as used herein, means recorded information including medical records, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.6.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or

photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.6.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.6.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.6.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Health Care Provider hereby acknowledges that all data, including, without limitation, computer program codes, produced by Health Care Provider for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Health Care Provider hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Health Care Provider agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Health Care Provider agrees not to assert any rights in common law or in equity in such data. The Health Care Provider shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.6.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted

rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

- I.6.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.6.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.6.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and
- I.6.6.4 Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.6.7 The restricted rights set forth in section I.6.6 are of no effect unless (i) the data is marked by the Health Care Provider with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____

With _____ (Contractor's Name) and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Health Care Provider may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Health Care Provider to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

~~I.6.8~~ In addition to the rights granted in Section I.6.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.6.9 below, under any copyright owned by the Health Care Provider, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the contracting Officer is obtained, the Health Care Provider shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Health Care Provider without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.6.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Health Care Provider shall use Section I.6 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Health Care Provider's rights in that subcontractor data or computer software which is required for the District.

I.6.10 For all computer software furnished to the District with the rights specified in Section I.6.5, the Health Care Provider shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.6.5. For all computer software furnished to the District with the restricted rights specified in Section I.6.6, the District, if the Health Care Provider, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Health Care Provider should be declared bankrupt or insolvent by the court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.6.11 The Health Care Provider shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses,
(i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.6.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.6.13 Paragraphs I.6.6, I.6.7, I.6.8, I.6.11 and I.6.12 above are not applicable to material furnished to the Health Care Provider by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Health Care Provider at the time of delivery of such work

I.7 OTHER CONTRACTORS

The Health Care Provider shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

I.8 FIRST SOURCE EMPLOYMENT AGREEMENT

The Health Care Provider shall maintain compliance with the terms and conditions of the First Source Employment Agreement, Attachment J.6, executed between the District of Columbia and the Health Care Provider throughout the entire duration of the contract, including option periods if any.

I.9 SUBCONTRACTS

The Health Care Provider hereunder shall not subcontract any of the Health Care Provider's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Health Care Provider. Any such subcontract shall specify that the Health Care Provider and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontractor approved by the District, the Health Care Provider shall remain liable to the District for all Health Care Provider's work and services required hereunder.

I.10 CONTINUITY OF SERVICES

I.10.1 The Health Care Provider recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another Health Care Provider, at the District's option, may continue to provide these services. To that end, the Health Care Provider agrees to:

- I.10.1.1 Furnish phase-out, phase-in (transition) training; and
- I.10.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.11. INSURANCE

The Health Care Provider shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.

- I.11.1 Bodily Injury: The Health Care Provider shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.
- I.11.2 Property Damage: The Health Care Provider shall carry property damage insurance of at least (\$20,000) per occurrence.
- I.11.3 Workers' Compensation: The Health Care Provider shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract, and the Health Care Provider agrees to comply at all times with the provisions of the workers' compensation laws of the District.
- I.11.4 Employer's Liability: The Health Care Provider shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000).
- I.11.5 Automobile Liability: The Health Care Provider shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- I.11.6 Medical Malpractice: The Health Care Provider shall have or obtain and maintain, throughout the term of the contract, medical malpractice insurance (or other appropriate professional insurance) for not less than \$3 million for individual incidents and \$5 million in annual aggregate to cover all incidents of malpractice alleged to have occurred during the term of the contract. Failure to maintain the malpractice insurance at any time during the term of the contract shall be a basis for termination of the contract for default.

I.II.7 All insurance provided by the Health Care Provider as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within fourteen (14) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

I.12 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.4. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Department of Human Rights, Office of Local Business Development.

SECTION J: LIST OF ATTACHMENTS

- J.1 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, October 1999
- J.2 LSDBE Certification Package
- J.3 Wage Determination No. 94-2103 (Revision No. 24 May 5, 2001)
- J.4 E.E.O. Information and Mayor Orders 85-85
- J.5 Tax Certification Affidavit
- J.6 First Source Employment Agreement
- J.7 Cost/Price Data Package, as Applicable
- J.8 Performance Evaluation Form
- J.8.A Experience Questionnaire
- J.9 Notebook, Book of Medical Requirements for Employees of the DC Police and Fire Clinic
- J.10 Work Force Information by User Agencies
- J.11 Services to be Provided to Covered Employees by User Agencies
- J.11.A Services to be Provided to Designated Civilian Employees
- J.12. Projected Authorized Strength of MPD and DCFEMS including attrition for FY 02-FY 06
- J.13 Number and Type of Examinations Conducted at Clinic by User Groups for FY 02
- J.14. Projected Number and Types of Examinations Performed by the Clinic for FY 03 through FY 06
- J.15. Sample Report Issued by the Physicians to Retirement Board for Disability Determinations.
- J.16. Sample Daily Status Report Issued by the Clinic
- J.17. Office Space Requirements

J.18 Sample Case Management Report

J.19 Sample Monthly Report

K.4 EMPLOYMENT AGREEMENT

For all offers over \$100,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Offeror recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all perspective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Offeror understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.

The Offeror certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Offeror will use DOES as the first source for recruitment and referral of any new employees. The Offeror shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Offeror to hire or train persons it does not consider qualified based on standards the Offeror applies to all job applicants.

Name _____ Title _____
Signature _____ Date _____

K.5 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Compliance with Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to

SECTION K:

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 TAX CERTIFICATION

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit incorporated herein as Attachment J.5.

K.2 AUTHORIZED NEGOTIATORS

The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.3 TYPE OF BUSINESS ORGANIZATION

K.3.1 The Offeror, by checking the applicable box, represents that

(a) It operates as:

☐ a corporation incorporated under the laws of the State of

☐ an individual,

☐ a partnership

☐ a nonprofit organization, or

☐ a joint venture; or

(b) If the Offeror is a foreign entity, it operates as:

☐ an individual

☐ a joint venture, or

☐ a corporation registered for business in

☐ (Country)

(c) Regular Dealer

_____ The Offeror is a Regular Dealer.

_____ The Offeror is not a Regular Dealer.

(d) Manufacturer

_____ The Offeror is a Manufacturer.

_____ The Offeror is not a Manufacturer.

K.7 BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.8 OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

_____ No person listed in Clause 17 of the Standard Contract Provisions will benefit from this contract.

_____ The following person(s) listed in Clause 17 may benefit from this contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

K.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the Offeror is considered to be a certification by the signatory in accordance with D.C. Code 2-303.16 that:

- 1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any

the order. Failure to complete the certification may result in rejection of the Offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror _____ has _____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror _____ has _____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts, which are exempt from the Mayor's Order.)

K.6 WALSH-HEALEY ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

If your offer is \$10,000, or more, the following information **MUST** be furnished:

consultation, communication, or agreement with any Offeror or competitor relating to:

- (i) those prices
 - (ii) the intention to submit a Contract, or
 - (iii) the methods or factors used to calculate the prices in the Contract;
 - 2) The prices in this Contract have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
- 1) Is the person in the Offeror's organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Offeror's organization);

 - (i) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 KEY PERSONNEL

The District considers the following positions to be key personnel for this contract: **Medical Director, Director of Case Management and Director of Behavioral Health**

The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

L.2 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 10:00 a.m. on January 23, 2002 at 441 4th Street, NW, Conference Room 850 North, Washington, DC 20001. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the SOLICITATION document as well as to clarify the contents of the SOLICITATION. Attending offerors must complete the Pre-Proposal Conference Attendance Roster at the conference so that offeror attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offeror's list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov.

- L.3** If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the questions in writing to the Contracting Officer. The prospective offeror shall submit questions no later than 5 calendar days prior to the Pre-proposal Conference for this solicitation. Offerors are encouraged to submit questions by electronic mail to Mr. Steve Ochs at stephan.och@dc.gov. This is to allow time to formally answer all questions submitted prior to the Pre-proposal Conference.

L.4 CONTRACT AWARD

L.4.1 Most Advantageous to the District

The District intends to award a single contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.4.2 Initial Offers

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

L.5 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and nine (9) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12-point font size on 8.5" by 11" bond paper. Telephonic and telegraphic proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. PO-FA-2002-R-0002."

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, **EVALUATION FACTORS FOR AWARD**. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

In order to apply the **EVALUATION FACTORS FOR AWARD** in Section M, offerors are directed to provide written responses to address each of the contract requirements.

L.5.1

Establish Police and Fire Clinic, See C.3.1

Describe plans to establish the facilities and operational plan for the Police and Fire Clinic. Provide information designed to:

- L.5.1.1. Identify the street address and other location information for the Police and Fire Clinic. Provide drawing of the structure outlining offices, examination rooms.
- L.5.1.2 Explain how you will establish or maintain a one-stop Police and Fire Clinic Facility which is available 24 hours a day, seven days a week
- L.5.1.3 Identify the location of the patient area for Clinic users that is separate from services provided to the general public
- L.5.1.4 Identify the separate patient area for applicant testing and evaluation
- L.5.1.5 Identify the separate patient area for Covered Employees obtaining behavioral health services
- L.5.1.6 Identify and describe facility(ies) used for long term care and urgent care services
- L.5.1.7 Discuss the extent to which your physician/Clinic office hours are geared for patients like law enforcement and firefighters who tend to work in shifts (i.e., open early morning or late in the evenings and second or third shifts).
- L.5.1.8 Have the Clinic **fully operational within 60 days from the date of award.**

L.5.2

Staffing and Equipment, See C.3.2

Describe your plans to provide adequate staffing and equipment. Provide information designed to:

- L.5.2.1 Provide a description of the criteria used to recruit, select and monitor physicians, facilities and other health care providers. Provide a description of how clients will be notified of changes in the network
- L.5.2.2 Describe how you will compensate the participating and non-participating health care facilities and providers. What is the average hospital discount? What is the average physician

discount? Provide a description of each facility to be utilized (to include but not be limited to the type of diagnostic equipment that will be available or how many examinations rooms will be provided at the facility for the injured worker).

- L.5.2.3 Describe the existing local (DC/MD/VA) network. Include in your response: whether the network is contracted directly with you or is there a contractor/lease arrangement; the number of primary care providers, specialists, hospitals, allied and ancillary providers located in the DC/MD/VA service area and the number that have "closed" practices.
- L.5.2.4 Identify the number of physicians and/or facilities that have terminated their relationship with you, per year, for the past three (3) years, and the reasons why they terminated such relationship.
- L.5.2.5 Describe the degree to which providers are familiar with law enforcement and fire suppression environments and are able to facilitate the return to work process. How frequently do they visit employer locations?
- L.5.2.6 State whether your organization has a dedicated Workers' Compensation Medical Director, and if it does, please describe the position's role and responsibilities and the background and experience qualification of the current incumbent.
- L.5.2.7 Describe the full range of equipment you have available for your use for making diagnostic evaluations while conducting comprehensive physical and psychological examinations including the use of Magnetic Resonance Imaging Machines (MRI).
- L.5.2.8 Describe the full range of equipment you have for your use for the treatment of traumatic injuries including third degree burns and multiple gun shot wounds.
- L.5.2.9 Describe the equipment available to you for the treatment of exposure to hazardous chemical and/or biological substances.
- L.5.3 **Occupational Health Care Program, See C.3.3**
No additional instructions.
- L.5.4 **Return To Work Program, See C.3.4**
Describe your plans to establish a Return to Work Program. Provide information to address the following Return to Work requirements.

- L.5.4.1 Describe the Treatment Standard and Protocols you will employ to provide Return to Work program. Provide information designed to:
- L.5.4.1.1 Describe the treatment standards that are used as your guidelines for medical care and the process by which alternative treatments may be approved.
- L.5.4.1.2 Describe the process (written contract or other means) by which participating providers agree to treat claimants according to the established standards and protocols.
- L.5.4.1.3 Delineate the number of cases of excessive/inappropriate treatment by network providers that have been identified in your network in the past three (3) years and describe how these cases were handled.
- L.5.4.1.4 Identify which of the following utilization management services you currently provide: hospital pre-admission review, hospital concurrent review, diagnostic testing review, outpatient surgery review, physical therapy review, chiropractic review, mental health/substance abuse review, prescription drug review, other (please specify); identify the sources the medical criteria used in your programs, and relate whether your protocols include duration of disability.
- L.5.4.1.5 Explain and provide examples of the types and frequency of utilization and cost (including savings) reports your organization provides to clients.
- L.5.4.1.6 Describe the mechanism in place for coordination between the utilization review unit, claims administrator, case manager, provider and client. Provide a flow chart to illustrate.
- L.5.4.1.7 Describe the established guidelines used for the authorization of inpatient and outpatient therapy and diagnostic tests; how these guidelines are monitored; and whether these guidelines apply to both network and non-network providers, and if not, how they differ.
- L.5.4.1.8 Explain procedures for monitoring the appropriateness of inpatient care, including length of hospital stay and discharge planning.
- L.5.4.1.9 Explain how the needs for second surgical opinions are determined and the time frames and procedures for obtaining a referral.
- L.5.4.1.10 Describe the guidelines and established procedures for obtaining

psychiatric evaluations and psychotherapy.

- L.5.4.1.11 Discuss the process for monitoring on-going treatment using explicit standards of care and identify the sources of standards.
- L.5.4.1.12 Discuss the process for handling disagreements between the attending physicians treatment plan and established standards.
- L.5.4.1.13 Identify the criteria that will be used in identifying specific cases to be audited.
- L.5.4.1.14 Explain any measures that are taken to ensure that utilization review procedures control health care costs without compromising the quality of care.
- L.5.4.2. Describe the Case Management program you will employ. Provide information designed to:
 - L.5.4.2.1 Explain whether the case management function is provided by your organization or if it is provided by another organization.
 - L.5.4.2.2 Describe how case management services are delivered telephonically and/or on-site. Include in your description how the return to work process is facilitated and follow-up contact is established and maintained with the following including timing and data exchanged: injured employee, employer, and medical provider, claims adjuster.
 - L.5.4.2.3 Describe standards for case management guidelines and procedures for several of the most common Workers Compensation related diagnoses with special emphasis on the injuries suffered by police and fire suppression personnel (back and soft tissue).
 - L.5.4.2.4 Describe the hours of availability, number of staff and job classifications of those individuals that would handle the case management needs under this contract.
 - L.5.4.2.5 Describe the criteria used for the following: selection of cases for case management, selection of cases for physician advisor referrals, and matching of selected cases to physician advisors.
 - L.5.4.2.6 Describe how you would disqualify non-job-related conditions and notify the employee and the COTR immediately that these

conditions are not related to the injury sustained during the course of employment.

L.5.5. Ancillary Medical Services, See C.3.5

Describe your plans to provide Ancillary Medical Services.
Provide information designed to:

L.5.5.1. Describe your pharmacy program and whether a pharmacy is part of your Preferred Provider Network.

L.5.5.2 Describe your tests for illegal drug use. Does your organization currently test for illegal drug use? If so, describe your testing procedures and the guidelines you follow for chain of custody and confirmed positive tests.

L.5.5.3 Identify the laboratory you use for testing illegal drugs and whether the laboratory is on-site.

L.5.5.4 Provide 24-hour drug testing. Does your drug-testing program operate on a 24-hour basis? If not, what is the procedure for testing employees during hours the operation is closed?

L.5.5.5 Describe your health and wellness programs. What established health and wellness programs do you currently operate? What is your program for teaching preventive care for lower back and soft tissue injuries?

L.5.6 Third Party Administrator, See C.3.6

Describe your plans to Establish A Third Party Administrator Program for Uniform Members Retired on 100% Disability.
Provide information designed to:

L.5.6.1 Describe your Third Party Administrator Program.

L.5.6.2 Provide examples of the care plan used to monitor out-of-state residents.

L.5.6.3. Describe your transition plan for transferring active employees on sick leave to the Third Party Program once employees have been retired on 100% disability.

L.5.6.4 Describe your national pharmacy program and the procedure you will use to inform 100% disability retirees of the program and to ensure that they use it.